

BOSTON REDEVELOPMENT AUTHORITY

FIFTH AMENDMENT TO THE REPORT AND DECISION ON THE APPLICATION BY GEORGE W. PAGE AND OTHERS FOR AUTHORIZATION AND APPROVAL OF A PROJECT UNDER CHAPTER 121A OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, AND CHAPTER 652 OF THE ACTS OF 1960 AND FOR CONSENT TO THE FORMATION OF A CORPORATION TO BE ORGANIZED UNDER THE PROVISIONS OF SAID CHAPTER 121A.

A. The Hearing. A duly posted meeting open to the public was held at 2:00 p.m. on June 23, 1988 in the offices of the Boston Redevelopment Authority (the "Authority") at One City Hall Plaza, Boston, Massachusetts concerning the above-referenced matter.

B. Prior Authority Action. The Authority by vote on July 31, 1969, adopted a Report and Decision on the Application of Port Development Company, Inc. concerning the construction of a hotel and appurtenant facilities located on a site in East Boston bounded by the airport facility on one side and Porter Street on the notherly side. Said Report and Decision was approved by the Mayor of the City of Boston on January 16, 1970. Subsequently the Report and Decision was amended four times. On September 3, 1970, the Authority adopted a First Amendment to the Report and Decision which permitted the Applicant to construct an additional two (2) floors to the building without other changes in the location or other general dimensions of the building. The First Amendment was approved by the Mayor on September 17, 1970. The Second Amendment adopted by the Authority on Februry 6, 1975 and approved by the Mayor on February 26, 1975 extended the time for the commencement of construction of the Project up to and including December 17, 1979. The Fourth Amendment extended the commencement of construction date from December 17, 1981 to December 17, 1982.

The last approved extension permitted the Applicant to extend the time for commencement of construction from December 17, 1981 to December 17, 1982, However, the Applicant has never commenced construction of the hotel.

The foregoing termination shall be effective upon the Authority's adoption of the Fifth Amendment to the Application and the approval by the Mayor.

C. Authority Action and Decision. In acting hereunder, the Authority has considered the matters set forth in the Fifth Amendment to the Application dated June 13, 1988 and in a letter dated May 23, 1988 from Robert J. Madruga, attorney for the Executor of the Estate of the late George W. Page who was the sole shareholder of all issued and outstanding shares of the Port Development Company, Inc. These documents and additional materials which are attached hereto and incorporated herein, are sufficient, in the Authority's judgement to enable it to act as set forth herein. Accordingly:

1. The Authority hereby amends the original Application by adding thereto the following:

"21. Termination.

Pursuant to Rule 2(B)(5) of the Authority's Rules and Regulations Governing Chapter 121A Projects in the City of Boston the Authority may exercise its right to rescind any approvals now or hereafter given by the Authority relative to the Project if development does not commence within a time period after Project approval. Following any such rescission, the Project shall no longer be subject to the provisions of Chapter 121A or of Chapter 652, both as amended, and thereafter shall neither enjoy the benefits of nor be subject to the provisions of said laws or regulations thereunder or of any permissions, approvals, contracts or other documents given or executed pursuant thereto relative to the Project."

2. The Authority hereby terminates its Report and Decision, approved July 3, 1969 and entitled "Report and Decision on the Application of George W. Page and Others for Authorization and Approval of a Project under Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960 and for Consent to the Formation of a Corporation to be organized under the provision of said Chapter 121A."

The Authority further terminates all other permissions, approvals, contracts, or other documents given or executed which subject the Project (as defined in the original application) to the provisions of M.G.L. Chapter 121A and Chapter 652 of the Acts of 1960, both as amended.

/aw



ROBERT J. MADRUGA
ATTORNEY AT LAW

May 23, 1988

Attorney Kelly King
Legal Department
Boston Redevelopment Authority
Navy Yard, Bldg. 33
Charlestown, MA 02129

RE: Port Development Co., Inc.

Dear Kelly:

As requested, I shall attempt to give you the facts, as I know them to be, relating to the property in East Boston and subject to the MGL Chapter 121A election. Let me also reiterate that I am the attorney for the Executor of the Estate of the late George W. Page, who was the sole shareholder of all issued and outstanding shares of the above-referenced entity. Therefore, John W. Sheeran, III, in his capacity as Executor, has succeeded to the status of sole shareholder, and it is on his behalf that I am contacting you.

In brief, the history of Port Development Co., Inc. has been marred by a series of misunderstandings and litigation. Port Development Co., Inc. (Port) was organized on January 29, 1970. The primary purpose of Port was to develop and construct a hotel on land in East Boston, which project was approved by the BRA on January 16, 1970 under MGL Chapter 121A. The Boston Redevelopment Authority (BRA) transferred a portion of Geneva Street comprising @ 12,440 sq. ft. to Port in 1970 as recorded in Suffolk Registry of Deeds, Book 8353, page 309.

Concurrently, George Page was sole beneficiary of East Boston Properties Trust, which trust had been acquiring numerous lots of property abutting and adjacent to the Geneva Street parcel. These lots were acquired in 1968 and 1969 by "straws" for the Trust and are listed as lots 4110 through 4116 on Geneva Street and lots 4102 through 4109 on Cottage Street. This entire parcel was consolidated and is now referred to as lot 4102 on Boston Assessors records and comprises @ 39,865 sq. ft. On October 10, 1975, the "straw" transferred all of the above parcels to the Trustee as recorded in Book 8826, page 468, and subsequently the Trust transferred the property to Port by deed recorded in Book 9758, page 227 at the Suffolk Registry of Deeds.

Obviously, Mr. Page intended to construct his project on the full 52,300 plus sq. ft. of land he had acquired in East Boston through both entities. He devoted in excess of \$260,000 in 1970 for preliminary plans for this project and began gleaning neighborhood support for the development of the parcels. From the records available, it appears that the primary stumbling block for this project was securing financing and enticing a major hotel chain into supporting the venture. As you may recall, the early '70's were not the greatest period in the Hotel Industry's history. From correspondence and other sources, it appears that various plans to construct the hotel/motel were initiated at various times through the mid-to-late 70's, but all of the proposals failed for one reason or another.

However, the death knell for the project occurred when Massport closed off access to the site from Logan International Airport. This decision on their part prompted Mr. Page to bring suit, but to no avail, all of which substantiating data has previously been forwarded to you. This action on the part of Massport effectively destroyed the viability of the site for its intended use, since ready access to Logan was prohibited.

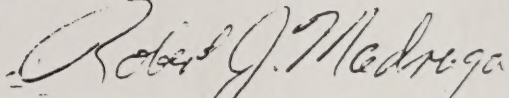
While the suit was proceeding through the Appellate process, Mr. Page passed away in August of 1986. The latest extension of time to begin construction expired in 1982. Due to the fiduciary responsibility of the Executor to preserve the assets of the Estate, and the corresponding prohibition of placing monies at risk, Attorney Sheeran can not continue in any way to attempt to attract investors and complete the project objectives.

The Executor is further constrained as regards this parcel of property. Prior to his death, the late Mr. Page, as president of Port, entered into a binding option agreement with Point East Realty Trust dated February 27, 1985, and as further amended on April 24, 1985, June 29, 1985, September 3, 1985 and June 30, 1986. Basically, the agreement gives the Trust the option to purchase the real estate for a set price within three years from the date of the granting of the option.

The Executor has been informed by the Trust that it wishes to exercise its option to purchase. Again, due to the fiduciary relationship, the Executor must honor this binding option in an effort to preserve the assets of the Estate. I am enclosing a letter from the optionee detailing his past use of the property as its tenant, and his intentions and the financial considerations involved in exercising the option to purchase. This will clarify one of the issues that have been raised over the last few months.

In light of all the above, it is readily apparent that the Estate is in no position to continue with the project. Further, the Estate has an obligation to maximize its investment in the property and to honor the option agreement. Therefore, the Estate of George W. Page, as president of Port, formally requests the Boston Redevelopment Authority to rescind its original application for treatment under M.G.L. Chapter 121 A, thereby enabling the Estate to sell and liquidate.

Sincerely,


Robert J. Madrugá, Esquire

RJM/ped

MURRAY & MURRAY

ATTORNEYS AT LAW

VINCENT A. MURRAY, JR.
ROBERT A. MURRAY
DINO R. SANTANGELO

ONE COURT STREET
SUITE 1000
BOSTON, MASSACHUSETTS 02108

TELEPHONE (617) 720-4411

May 19, 1988

John W. Sheeran III, Esq.
Sheeran & Porcello
122 Main Street
Gloucester, Massachusetts 01930

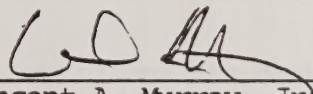
Re: Point East Realty Trust/
Port Development, Inc.

Dear Mr. Sheeran:

As you requested, I am enclosing the correspondence which I have drafted to be forwarded to the Boston Redevelopment Authority.

Thank you for your assistance and cooperation with regard to this matter.

Very truly yours,



Vincent A. Murray, Jr., Esq.

VAM/pml
enc.

MURRAY & MURRAY

ATTORNEYS AT LAW

VINCENT A. MURRAY, JR.
ROBERT A. MURRAY
DINO R. SANTANGELO

ONE COURT STREET
SUITE 1000
BOSTON, MASSACHUSETTS 02108

TELEPHONE (617) 720-4411

May 18 , 1988

Boston Redevelopment Authority
City Hall
One City Hall Square
Boston, Massachusetts

ATTENTION: KELLY KING, ESQ.

Re: Point East Realty Trust - Purchase of
Property at Cottage and Porter Streets,
East Boston, for Port Development, Inc.

Dear Attorney King:

As attorney for Nicholas A. Yebba, I submit to you the following information.

PRESENT USE OF PREMISES AT CORNER OF
COTTAGE AND PORTER STREETS, EAST BOSTON, MASSACHUSETTS

At the present time, and since 1985, my client has been using the vacant lot at the corner of Cottage and Porter Streets, East Boston, Massachusetts, for the purpose of parking the overflow of rental cars for his rental car fleet.

It should be noted that when Mr. Yebba commenced his rental agreement, the property was in an unsightly condition.

Mr. Yebba undertook to improve the property immediately prior to his use of the premises by hiring an architect and a landscaper who planted shrubs and bushes to beautify the area. In addition, he planted trees to create an aesthetic appearance to improve the appearance of the neighborhood.

Mr. Yebba paved over all of the uncontrolled growth and litter on the premises, fenced in the property and erected lighting to brighten the area in the evening and has a security guard at the perimeter of the property 24 hours a day.

MURRAY & MURRAY

Kelly King, Esq.
Boston Redevelopment Authority
May 18 , 1988
Page 2

Mr. Yebba has expended over \$150,000.00 to improve and beautify the premises to be able to park the overflow vehicles for his rental car operations on the property and at the same time not to disrupt the character of the neighborhood.

INTENDED USE OF THE PREMISES

Because of the fact that there are no other available parking facilities at Logan Airport, this property is extremely valuable for use to park overflow vehicles. In fact, Mass Port has been parking vehicles at Suffolk Downs and utilizing a shuttle bus to transport users of Logan Airport.

The lot in question can accomodate over 100 vehicles and at the going rate of \$10.00 per day, Mr. Yebba would be faced with paying over \$1,000.00 per day or \$7,000.00 per week to park that many vehicle in a pay lot.

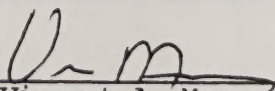
The convenience of this property to Mr. Yebba's two principal business locations at 161 Orleans Street and One Harborside Drive, East Boston, further adds to the value and necessity of utilizing the property to park his overflow vehicles.

At the present time, Mr. Yebba has no intentions to use the property for anything but to park his overflow vehicles. He has expended substantial sums of money for that specific purpose and it is imperative for his business that he be able to utilize the premises in that manner.

Accordingly, we would hereby request that the present 121A status of the property be discharged and that the sale of the property to my client be approved.

If you should have any questions with regard to this matter, please feel free to contact me.

Very truly yours,



Vincent A. Murray, Jr., Esq.

VAM/pml

STANDARD FORM COMMERCIAL LEASE

1. PARTIES
(fill in)

Port Development, Inc., George Page, President,

LESSOR, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Point East Realty Trust,

2. PREMISES
(fill in and include, if applicable, suite number, floor number, and square feet)

LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises: the property situated at the corner of Porter Street and Cottage Street, East Boston, containing approximately 53,000 square feet including adjacent land called Geneva Street more fully described in Book , Page

~~that the Lessor hereby leases to the Lessee the premises described in the foregoing paragraph for the term of the lease hereinafter provided, and the Lessee hereby leases the premises described in the foregoing paragraph to the Lessor for the term of the lease hereinafter provided.~~

3. TERM
(fill in)

The term of this lease shall be for three (3) years commencing on May 1, 1985, or any ~~earliest possible~~ date prior to May 1, 1985 when the lessee either obtains approval for the use of said property for the storage of rental vehicles and employee parking, or otherwise notifies the Lessor during said period that the lease shall commence.

4. RENT
(fill in)

The LESSEE shall pay to the LESSOR rent at the rate of \$60,000.00 dollars per year, payable in advance in monthly installments of \$5,000.00 for the first year, \$75,000.00 per year for the second year payable in advance in monthly installments of \$6,250.00, \$85,000.00 per year for the third year payable in advance in monthly installments of \$7,083.33.

5. SECURITY DEPOSIT
(fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of N/A dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT
(fill in)

The LESSEE shall pay to the LESSOR as additional rent 100% ~~per cent of any increase in real estate taxes~~

~~per cent of any increase in real estate taxes~~ per cent of any increase in real estate taxes levied against the land ~~and~~ ~~including~~ of which the leased premises are a part, over those incurred or levied during the calendar year ending 1984. This increase shall be prorated should this lease terminate before the end of any calendar year. The LESSEE shall make payment within thirty (30) days of written notice from the LESSOR that such operating expenses, or increased taxes, are payable by the LESSOR.

7. UTILITIES
(fill in or delete) and services

The LESSOR shall provide and LESSEE shall pay for all LESSEE's utilities, water and sewer use charges, except NO EXCEPTIONS

~~LESSOR shall provide and LESSEE shall pay for all LESSEE's utilities, water and sewer use charges, except NO EXCEPTIONS~~

8. USE OF LEASED PREMISES
(fill in)

The LESSEE shall use the leased premises only for the purpose of storage of rental vehicles and employee parking or any other activity related in any way to the car rental business.

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

INSURANCE

the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE OF PREMISES

The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

12. ALTERATIONS-ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, ^{OR} ~~except~~ non-structural alterations ^{UNLESS} ~~without~~ the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense ~~and shall be the responsibility of the LESSOR~~ LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT-SUBLEASING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

14. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY
(fill in)

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be the lessee's responsibility.

17. LESSEE'S LIABILITY INSURANCE
(fill in)

The LESSEE shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of Five Hundred Thousand (\$500,000.00) with property damage insurance in limits of One Hundred Thousand (\$100,000) in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE, CASUALTY-EMINENT DOMAIN

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to

9. DEFAULT
AND
BANKRUPTCY

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination, during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of six (6) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE
(fill in)

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. OTHER
PROVISION

It is also understood and agreed that in the event that the lessee is unable to obtain approval for the use of said property for the storage of rental vehicles and employee parking prior to May 1, 1985, then the lessee shall have the option to cancel this lease by giving written notice to the lessor prior to May 1, 1985.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this Twenty-Sixth day of February 1985

Port Development, Inc.

LESSOR

LESSEE

Trustee

AMENDMENT

BOSTON REDEVELOPMENT
AUTHORITY
LEGAL DEPARTMENT

JUN 6 1 03 PM '88

In consideration of the sum of Five Hundred (\$500.00) Dollars paid by Point East Realty Trust (Point East) to Port Development, Inc. (Port), it is hereby agreed that the Option between Point East and Port dated February 27, 1985, and amended on April 24, 1985, June 29, 1985, and September 3, 1985, is hereby further amended by striking out Paragraph No. 2 in its entirety and inserting in place thereof the following paragraph:

2. The Option shall expire at 5:00 p.m. on September 1, 1986, or whenever the lease of even date between the same parties terminates, whichever occurs sooner. Provided that same lease will not have been terminated by September 1, 1986, Optionee may on or before that date extend the Option for a period of one year by tendering to Optionor written notice, together with Ten Thousand (\$10,000.00) Dollars. Provided that said lease will not have been terminated by September 1, 1987, Optionee may on or before that date extend the Option for a period of one year by tendering the Optionor written notice, together with One Hundred Thousand (\$100,000.00) Dollars.

Optionor expressly waives any right to terminate this Option as a result of any failure of the Optionee to give written notice on or before May 1, 1986, of its intent to extend the Option.

All other terms of the Option shall remain in full force and effect.

Ajax - East Boston

IN WITNESS WHEREOF, the parties hereto have exercised this
amendment this 30th day of June, 1986.

OPTIONOR, PORT DEVELOPMENT, INC.

By: George H. Page
George Page, President

OPTIONEE, POINT EAST REALTY TRUST

By: _____
Nicholas A. Yebba, Trustee

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

JUNE 30, 1986

Then personally appeared the above-named George Page and
acknowledged the foregoing to be his free act and deed before me on
the above date.

John W. Phelan
NOTARY PUBLIC
My Commission Expires: 4-30-87

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

JUNE , 1986

Then personally appeared the above-named Nicholas A. Yebba and
acknowledged the foregoing to be his free act and deed before me on
the above date.

NOTARY PUBLIC
My Commission Expires:

AMENDMENT TO LEASE

In consideration of the payment of the sum of One Thousand (\$1,000.00) Dollars from Point East Realty Trust to Port Development, Inc., receipt of which is hereby acknowledged, and for other valuable consideration, it is hereby agreed that the lease entered into between Point East Realty Trust and Port Development, Inc., dated February 26, 1985, and amended on April 24, 1985 is hereby further amended by striking paragraph 22 and inserting in place thereof the following language:

No. 22 It is also understood and agreed that in the event that the lessee is unable to obtain approval for the use of said property for the storage of rental vehicles and employee parking prior to August 1, 1985, then the lessee shall have the option to cancel this lease by giving written notice to the lessor prior to August 1, 1985.

All other terms and provisions of the lease, as well as the option to purchase, shall remain as is.

DATED:

June 29, 1985

Port Development, Inc.

By:

George W. Page

Point East Realty Trust

By:

[Signature]

WITNESS

Betsy A. Gally

AMENDMENT TO LEASE

In consideration of the payment of the sum of One Thousand (\$1,000.00) Dollars from Point East Realty Trust to Port Development, Inc., receipt of which is hereby acknowledged, and for other valuable consideration, it is hereby agreed that the lease entered into between Point East Realty Trust and Port Development, Inc., dated February 26, 1985, is hereby amended by striking Paragraph 22 and inserting in place thereof the following language:

No. 22 It is also understood and agreed that in the event that the lessee is unable to obtain approval for the use of said property for the storage of rental vehicles and employee parking prior to July 11, 1985, then the lessee shall have the option to cancel this lease by giving written notice to the lessor prior to July 1, 1985.

All other terms and provisions of the lease, as well as the option to purchase, shall remain as is.

DATED: 4/24/85

Port Development, Inc.

By: George A. Page

Point East Realty Trust

By: [Signature]
Trustee

x Betsy A. Harvey
WITNESS

OPTION, granted February 27, 1985, by Port Development, Inc., George Page, President, Audubon Road, Route 128, Wakefield, Massachusetts (hereinafter called the "Optionor"), to Point East Realty Trust, 161 Orleans Street, East Boston, Massachusetts (hereinafter called the "Optionee").

1. Grant of Option. In consideration of the sum of One Thousand (\$1,000.00) Dollars paid by the Optionee to the Optionor, receipt whereof is hereby acknowledged, the Optionor hereby grants to the Optionee the exclusive option to purchase the land located at the corner of Porter Street and Cottage Street, East Boston, containing approximately 53,000 square feet plus the adjacent lot at Geneva Street.

2. Expiration date. The option shall expire at 5:00 p.m. on May 1, 1986 or whenever the lease of even date between the same parties terminates, whichever occurs sooner. Provided that same lease will not have been terminated by May 1, 1986, Optionee may on or before that date extend the option for a period of one year by tendering to Optionor written notice together with Ten Thousand (\$10,000.00) Dollars. Provided that said lease will not have been terminated by May 1, 1987, Optionee may on or before that date extend the option for a period of one year by tendering the Optionor written notice together with One Hundred Thousand (\$100,000.00) Dollars.

3. Notice of Exercise. The option is to be exercised by the Optionee by 30 days written notice signed by the Optionee and sent by registered mail, prior to the expiration date, to the Optionor at his address set forth above provided that the Optionee may not exercise this option prior to May 1, 1986.

4. Purchase Price. The total purchase shall be One Million (\$1,000,000.00) Dollars to be paid-by the Optionee, if this option is exercised. The sums paid for this option shall be credited on account of the cash payment to be made on the closing of title as provided in the Purchase and Sale Agreement. Said Purchase and Sale Agreement shall contain standard language requiring both buyer to buy and seller to sell within thirty (30) days of the date thereof.

5. Exercise Of Option. If this option is exercised as herein provided, the Optionor and the Optionee will respectively as Seller and Purchaser perform the obligations set forth in a standard form Purchase and Sale Agreement to be executed by the Optionor and Optionee.

6. Failure to Exercise Option. If the Optionee does not exercise this option as herein provided, the sums paid by the Optionee shall be retained by the Optionor, free of all claims of the Optionee, and neither party shall have any further rights or claims against the other.

7. Assignment. This option and all rights hereunder shall be freely assignable, and if assigned by the Optionee, any and all acts performable by him hereunder, including the execution and delivery of the purchase money bond and mortgage, may be performed by any assignee, whether such assignment is made before or after the exercise of this option. An assignment of rights under this paragraph shall also operate as an assignment of obligations but shall not, without Optionor's written consent, excuse the performance of obligations by the Optionee.

8. Broker. The Optionor and the Optionee acknowledge and agree that no broker brought about or participated in this option or transaction.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXERCISED THIS AGREEMENT THE DAY AND YEAR ABOVE MENTIONED.

OPTIONOR, PORT DEVELOPMENT, INC.

BY: George W. Page
GEORGE PAGE, PRESIDENT.

OPTIONEE, POINT EAST REALTY TRUST

BY: Nicholas Yebra
NICHOLAS YEBRA, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

FEBRUARY , 1985

Then personally appeared the above-named GEORGE PAGE and acknowledged the foregoing to be his free act and deed before me on the date referred to above.

Jeanne M. Dore
NOTARY PUBLIC

My Commission Expires: September 15, 1989

JUNE 23, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: ROBERT F. MCNEIL, CHIEF GENERAL COUNSEL
KELLY D. KING, ASSISTANT GENERAL COUNSEL

SUBJECT: AMENDMENT TO REPORT AND DECISION ON 121A APPLICATION
OF PORT DEVELOPMENT COMPANY, INC. PROVIDING FOR THE
TERMINATION OF 121A APPROVALS RELATING TO THE PROJECT

SUMMARY: The Authority's Rules and Regulations Governing Chapter 121A Projects in the City of Boston provides an ability for the Authority to rescind or terminate the 121A Agreement. That provision is included in Rule 2 (B)(5) of the Rules and Regulations and provides in pertinent part: "If [the Project] does not commence within one(1) year [of Project approval] and an extension has not been requested and approved, the Authority reserves the right to rescind the Project approval."

Although the Authority approved the Project on July 31, 1969 construction of the Project has never commenced. The Applicant has requested that the Authority exercise its power to rescind and terminate the 121A Agreement.

As regards the tax revenues from the Project, the Assessing Department has indicated that only a portion of Geneva Street comprising 12,440 square feet of land has been subject to the tax agreement under Chapter 121A. The total Project Area consists of approximately 53,000 square feet of land. Therefore, the City will continue to receive substantially the same taxes under the termination as it will under the 121A status.

On July 31, 1969, the Authority approved the Report and Decision on the "Application by George W. Page and Others for Authorization and Approval of a Project under Chapter 121A of the General Laws of the Commonwealth of Massachusetts, and Chapter 652 of the Acts of 1960 and for Consent to the Formation of a Corporation to be Organized under the Provisions of said Chapter 121A." The Applicant proposed to construct a hotel and appurtenant facilities on a site located in East Boston near the airport facility ("Project"). Said Report and Decision was amended four times. The Second Amendment do to the Report and Decision dated February 6, 1975 extended the time for the Commencement of construction of the Project up to and including December 17, 1979. The Fourth Amendment extended the commencement of construction from December 17, 1981 to December 17, 1982.

On June 13, 1988, the Applicant submitted an Application requesting that the Authority adopt an amendment to the Report and Decision providing for the rescission of the 121A status for the Project.

To date, construction of the Project has never commenced. The Applicant has given a few reasons for the delays. One was that during part of that period George W. Page [the sole shareholder of the 121A Corporation] owned and operated the Logan Hilton, a hotel located on the grounds of Logan Airport, and did not wish to operate another hotel in competition with himself. Second during part of the 1970's, rising interest rates and a recession made it impractical to build. Third, in November, 1983, Massport erected barriers on Porter Street that restricted access from Porter Street to Logan Airport. The barriers are located in part on property owned by Boston and in part on property owned by the Massachusetts Port Authority ("Massport").

Litigation ensued resulting in a Judgment of the Superior Court (Ryan, J., sitting under statutory authority) which dismissed the Applicant's actions for injunctive relief and damages. After oral argument the Appeals Court on March 6, 1987 entered an Order unreported pursuant to Rule 1.28 of the Rules of the Appeals Court affirming the Judgment. On April 29, 1987, the Supreme Judicial Court denied the Applicant's Application for further Appellate Review.

According to the BRA Rules and Regulations Governing Chapter 121A Projects Rule 2(B)(5) entitled "Development Schedule" "the Applicant must commence the Project within a reasonable time after Project approval. If the Applicant does not commence within one(1) year and an extension has not been requested and approved, the Authority reserves the right to rescind the Project approval." ("Rule 2(B)(5)")

Since the Project has not been developed during the last eighteen (18) years, the Authority may exercise its right to rescind the Project approval in accordance with the above stated Rule 2(B)(5). Since 1981, the Authority has not approved any additional approvals. Further, the erection of the barriers in 1983 make the Project Area unsuitable for development as an airport hotel.

On February 26, 1985, George Page entered into a long-term lease with Point East Realty Trust. The lease contained an option provision wherein Point East Realty Trust could purchase the entire Project Area for a stated amount. Point East Realty Trust has informed the executor of Mr. Page's estate that it now wishes to execute its option to purchase. In order to honor the terms of the option, Executor must transfer the parcel. Neither the Applicant nor Point East Realty Trust desires to contract the 121A Project as originally approved. Therefore, the Applicant is now requesting rescission of the 121A status.

In the opinion of the Office of the Chief General Counsel, this matter does not require a public hearing.

For the reasons noted above, therefore, the Report and Decision adopted by the Authority on July 31, 1969, as amended, is hereby withdrawn and rescinded, and all obligations and benefits of the Applicant thereunder are hereby terminated.

An appropriate Vote follows:

VOTED: That the document presented at this meeting entitled "Fifth Amendment on the Report and Decision on the Application of George W. Page and Others for the Authorization and Approval of a Project under Chapter 121A of the General Laws of the Commonwealth of Massachusetts, as amended, and Chapter 652 of the Acts of 1960, and for Consent to the Formation of a Corporation to be Organized Under the Provisions of said Chapter 121A," is hereby approved and adopted.

APPLICATION OF PORT DEVELOPMENT COMPANY, INC. TO AMEND THE APPLICATION OF GEORGE W. PAGE, ET. AL. FOR THE AUTHORIZATION AND APPROVAL OF A PROJECT UNDER CHAPTER 121A OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, AS AMENDED, AND CHAPTER 652 OF THE ACTS OF 1960, AND TO AMEND THE REPORT AND DECISION ADOPTED BY THE BOSTON REDEVELOPMENT AUTHORITY ON JULY 31, 1969.

This is an Application by John W. Sheeran, III, in his capacity as Executor of the Estate of the late George W. Page, who was the sole shareholder of all issued and outstanding shares of the Port Development Company, Inc., ("Applicant") to amend the original Application dated May 28, 1969 and to terminate approvals heretofore given by the Boston Redevelopment Authority ("Authority") pursuant to the provisions of Chapter 121A of the Massachusetts General Laws, as amended, ("Chapter 121A"), the provisions of Chapter 652 of the Acts of 1960 ("Chapter 652"), and the Authority's Rules and Regulations Governing Chapter 121A Projects in the City of Boston ("Rules and Regulations").

Application is hereby made to amend the original Application by adding thereto the following paragraph:

"21. Termination.. Pursuant to Rule 2(B)(5) of the Rules and Regulations, the Authority may exercise its right to rescind any approvals now or hereafter given by the Authority relative to the Project if the development of the Project has not commenced within a reasonable time period after Project approval. Following any such rescission, the Project shall no longer be subject to the provisions of Chapter 121A or of Chapter 652, both as amended, and thereafter shall neither enjoy the benefits of nor be subject to the provisions of said laws or regulations thereunder or of any permissions, approvals, contracts or other documents given or executed pursuant thereto relative to the Project."

2. On July 31, 1969, the Authority approved a Report and Decision on the original Application. Application is also hereby made to terminate said Report and Decision, and to terminate all permissions, approvals, contracts or other documents given or executed which subject the Project to the provisions of Chapter 121A and Chapter 652, both as amended, such termination to be effective after the Authority adopts the Fifth Amendment to the Application, which vote shall be subject to approval by the Mayor of the City of Boston.

3. In support of the Application to rescind, the Applicant notes the following:

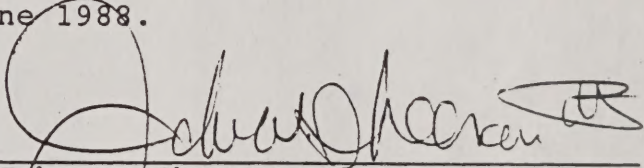
A. In 1970, the Applicant purchased a portion of Geneva Street comprising approximately 12,440 sq. ft. of land from the Authority as recorded in Suffolk Registry of Deeds Book 8353, page 309. Subsequently, in 1975, the Applicant acquired numerous lots of property abutting and adjacent to the Geneva Street Parcel which comprise approximately 39,865 square feet of land as recorded in Suffolk Registry of Deeds, Book 9758,

page 227. As originally approved, both of these land areas, together, comprise the Project Site of 52,305 sq ft. Various plans to construct the proposed Project which consisted of a hotel and appurtenant facilities failed for one reason or another. The Authority's last extension of time to begin construction expired in 1982.

B. The Applicant intends to sell the property which is the subject of the 121A Project Site to the Point East Realty Trust ("Trust") pursuant to a binding option agreement dated February 27, 1985 and as further amended on April 24, 1985, June 29, 1985, September 3, 1985 and June 30, 1986 attached hereto as Exhibit A. The option agreement gives the Trust the option to purchase the real estate for an established price of One Million Dollars (\$1,000,000) within three years from the date of the granting of the option.

At present the Trust intends to continue to use the 121A Project Site for the storage of rental vehicles and employee parking as described in the commercial lease by and between the Applicant and the Trust, dated February 26, 1985 and attached hereto as Exhibit B.

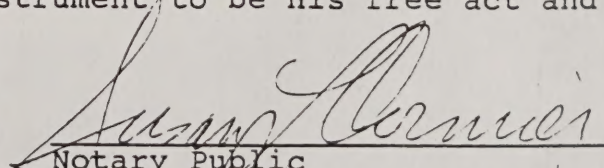
Executed this 13th day of June 1988.


John W. Sheeran, III Executor, as
aforesaid, and not individually

COMMONWEALTH OF MASSACHUSETTS

June 13, 1988

Then personally appeared the above-named, JOHN W. SHEERAN, III, and acknowledged the foregoing instrument to be his free act and deed before me.


Notary Public

My Commission Expires: 10/15/93

